



LOUISVILLE & NASHVILLE RAILROAD COMPANY

906 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

File Under
Recordation
No. 7135

LAW DEPARTMENT

February 15, 1979

DAVID M. YEARWC
GENERAL ATTORNEY

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. 7135-7
RECORDATION NO. 7135-7 Filed 1425
Date FEB 26 1979 FEB 26 1979 -3 15 PM
Fee \$10.00 INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

Dear Mr. Secretary:

There are transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, counterparts of an Agreement of Partial Release dated as of December 15, 1978 duly executed by Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released three 50-ton box cars bearing the Louisville and Nashville Railroad Company's road numbers 470090, 470102 and 470108, which have suffered Casualty Occurrences and for which payment has been made, from the terms and conditions of that Conditional Sale Agreement dated as of July 1, 1973, which was filed and recorded with the Interstate Commerce Commission on August 20, 1973 and assigned Recordation No. 7135.

Attached hereto is a draft in the amount of \$10.00 to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

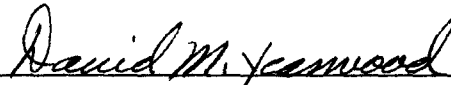
FILED
FEB 26 1979
FEB 26 1979

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

A handwritten signature in cursive script, reading "David M. Yearwood", written over a horizontal line.

David M. Yearwood
General Attorney

Interstate Commerce Commission
Washington, D.C. 20423

5/1/79

OFFICE OF THE SECRETARY

David M. Yearwood, Gen. Atty.
L & L Railroad Company
908 W. Broadway
Louisville, KY. 40203

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 2/26/79 at 3:15pm ,

and assigned recordation number(s) 7135-A, 4211-H, 2740-U, 7894-F

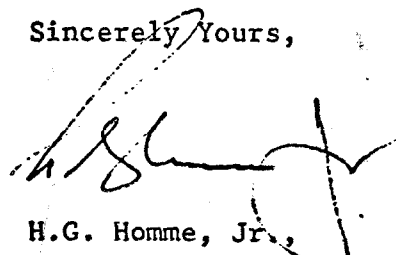
7134-B

7814-B

7771-E

7555-K

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 7135-A Filed 1425

Counterpart No. 1
Of 4 Counterparts

FEB 26 1979 -3 15 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of December 15, 1978,

by MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland,
a corporation duly organized and existing under the laws of the State
of Maryland, hereinafter called "Mercantile";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of July 1,
1973, hereinafter called the "Conditional Sale Agreement", by and between
Pullman Incorporated (Pullman-Standard division) (therein and hereinafter
called "Vendor"), and Louisville and Nashville Railroad Company (therein
and hereinafter called "Railroad"), it was agreed, among other things,
that the Vendor would construct, sell and deliver to the Railroad and the
Railroad would buy from the Vendor and accept delivery thereof and pay
for 50 100-ton 60' 9" box cars constructed by the Vendor, hereinafter
called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of July 1,
1973, hereinafter called the "Assignment", between the Vendor and Mercantile,
the Vendor sold, assigned, transferred and set over to Mercantile, its
successors and assigns, all the right, title and interest of the Vendor
under the Conditional Sale Agreement (except certain rights excluded as
set forth in Section 2 of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were
filed and recorded with the Interstate Commerce Commission pursuant to

Section 20c of the Interstate Commerce Act on August 20, 1973, and assigned Recordation No. 7135; and

WHEREAS, three (3) 50-ton box cars subject to the Conditional Sale Agreement and bearing the Railroad's road numbers 470090, 470102 and 470108 have suffered Casualty Occurrences, and are hereinafter referred to as "Casualty Units"; and

WHEREAS, pursuant to Article 8 of the Conditional Sale Agreement, the Railroad has paid to Mercantile a sum equal to the aggregate Casualty Value of the Casualty Units, and the Railroad therefore is entitled to receive this instrument from Mercantile, evidencing the release of the Casualty Units from the terms of the Conditional Sale agreement and Assignment.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release the Casualty Units from the terms of the Conditional Sale Agreement and the Assignment.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile has caused this Agreement to be signed in its behalf, and its corporate seal to be hereunto affixed

(Notarial Seal)